

中原农险海洋运输冷藏货物保险条款

注册号：H00019531612016120549431

一、责任范围

本保险分为冷藏险和冷藏一切险两种。被保险货物遭受损失时，本保险按照保险单上订明承保险别的条款规定，负赔偿责任。

（一）冷藏险

本保险负责赔偿：

1. 被保险货物在运输途中由于恶劣气候、雷电、海啸、地震、洪水自然灾害或由于运输工具遭受搁浅、触礁、沉没、互撞、与流水或其他物体碰撞以及失火、爆炸意外事故或由于冷藏机器停止工作连续达二十四小时以上所造成的腐败或损失；
2. 在装卸或转运时由于一件或数件整件货物落海所造成的全部或部分损失；
3. 被保险人对遭受承保责任内危险的货物采取抢救、防止或减少货损的措施而支付的合理费用，但以不超过该批被救货物的保险金额为限；
4. 运输工具遭遇海难后，在避难港由于卸货所引起的损失以及在中途港、避难港由于卸货、存仓以及运送货物所产生的特别费用；
5. 共同海损的牺牲、分摊和救助费用；
6. 运输契约订有“船舶互撞责任”条款，根据该条款规定应由货方偿还船方的损失。

（二）冷藏一切险

除包括上列冷藏险的各项责任外，本保险还负责被保险货物在运输途中由于外来原因所致的腐败或损失。

二、除外责任

本保险对下列损失，不负赔偿责任：

- （一）被保险人的故意行为或过失所造成的损失；
- （二）属于发货人责任所引起的损失；
- （三）被保险货物在运输过程中的任何阶段因未存放在有冷藏设备的仓库或运输工具中，或辅助运输工具没有隔温设备所造成的货物腐败；
- （四）被保险货物在保险责任开始时因未保持好状态，包括整理加工和包扎不妥、冷冻上的不合规定及骨头变质所引起的货物腐败和损失；
- （五）被保险货物的自然损耗、本质缺陷、特性及市价跌落、运输延迟所引起的损失和费用；
- （六）本公司海洋运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起讫

（一）本保险责任自被保险货物运离保险单所载起运地点的冷藏仓库装入运送工具开始运输时生效，包括正常运输过程中的海上、陆上、内河和驳船运输在内，直至该项货物到达保险单所载明的最后卸载港三十天内卸离海轮，并将货物存入岸上冷藏库后继续有效。但以

货物全部卸离海轮时起算满十天为限。在上述期限内货物一经移出冷藏仓库，则责任即行终止，如卸离海轮后不存入冷藏仓库，则至卸离海轮时终止。

（二）由于被保险人无法控制的运输延迟、绕道、被迫卸货、重行装载、转载或承运人运用运输契约赋予的权限所作的任何航海上的变更或终止运输契约，致使被保险货物运到非保险单所载明目的地时，在被保险人及时将获知的情況通知保险人，并在必要时加缴保险费的情况下，本保险仍继续有效。保险责任按下列规定终止：

1. 在货物到达卸载港三十天内卸离海轮并将货物存入岸上冷藏仓库后继续有效，但以货物全部卸离海轮后时起算满十天终止。在上述期限内，被保险货物如在非保险单所载明目的地出售，保险责任至交货时为止；

2. 被保险货物如在上述十天期限内继续运往保险单所载原目的地或其他目的地时，保险责任仍按（一）款的规定终止。

四、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项，如因未履行规定的应尽义务而影响本公司利益时，本公司对有关损失有权拒绝赔偿。

（一）当被保险货物运抵保险单所载目的港以后，被保险人应及时提货。当发现被保险货物任何部分有腐败或损失，应立即向保险单上所载明的检验、理赔代理人申请检验，由其在在本保险责任终止前确定腐败件数或损失程度。如发现被保险货物整件短少或有明显残损痕迹应立即向承运人、受托人或有关当局（海关、港务当局等）索取货损货差证明。如果货损货差是由于承运人、受托人或其他有关方面的责任所造成，应以书面方式向他们提出索赔，必要时还须取得延长时效的认证。

（二）对遭受承保责任内危险的货物，应迅速采取合理的抢救措施，防止或减少货物的损失，被保险人采取此项措施，不应视为放弃委付的表示，保险人采取此项措施，也不得视为接受委付的表示。

（三）如遇航程变更或发现保险单所载明的货物、船名或航程有遗漏或错误时，被保险人应在获悉后立即通知保险人并在必要时加缴保险费，本保险才继续有效。

（四）在向保险人索赔时，必须提供下列单证：

保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单。如涉及第三者责任，还须提供向责任方追偿的有关函电及其他必要单证或文件。

（五）在获悉有关运输契约中“船舶互撞责任”条款的实际责任后，应及时通知保险人。

五、赔款的处理

（一）本保险对同一标记和同一价值的或不同标记但是同一价值的各种包、件、扎、块，除非另有规定，均视作同一重量和同一保险价值计算处理赔偿。

（二）本保险的索赔时效，从被保险货物在最后卸载港全部卸离海轮后起计算，最多不超过二年。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.

OCEAN MARINE INSURANCE CLAUSES

(FROZEN PRODUCTS)

I. Scope of Cover

This insurance is classified into Risks for Frozen Products and All Risks for Frozen Products and shall be liable for loss of or damage to the insured goods according to the conditions of the risks covered under the Policy.

1. Risks for Frozen Products:

(1) Deterioration or loss of or damage to the insured goods caused in the course of transit by natural calamities - heavy weather, lightning, tsunami, earthquake, flood or by accidents - grounding, stranding, sinking or collision of the carrying conveyance or contact with floating ice or other substance or fire or explosion or stoppage of refrigerating machinery for more than 24 consecutive hours;

(2) Partial or total loss arising from the falling of entire package or packages into sea during loading, unloading or transshipment;

(3) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under this insurance, provided that such cost shall not exceed the sum insured of the goods so saved;

(4) Losses attributable to discharge of the insured goods at the port of distress following a sea peril as well as special charges arising from loading, warehousing and forwarding of the goods at an intermediate port of call or refuge;

(5) Sacrifice in and contribution to General Average and Salvage Charges;

(6) Such proportion of losses sustained by the ship owners as is to be reimbursed by the cargo owners under the Contract of Affreightment "Both to Blame Collision" Clause.

2. All Risks for Frozen Products:

Aside from the risks covered under the aforesaid Risks for Frozen Products, this Insurance also covers deterioration or loss of or damage to the insured goods arising from external causes in the course of transit.

II. Exclusions

This Insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured;

2. Loss or damage failing under the liability of the consignor;

3. Deterioration of the insured goods caused by the failure in any stage of transit to store or stow the said goods in warehouse or in the carrying conveyance provided with refrigeration installation or in insulated space in conveyance;

4. Deterioration or loss of or damage to the insured good arising from failure to keep the goods in good condition, including improper dressing and wrapping and/or packing, failure to comply with the freezing standard and bone taint at the time of commencement of this insurance;

5. Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expense arising therefrom;

6. Risks and liabilities covered and excluded by the Ocean Marine Cargo War Risks Clause and Strikes, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

1. This Insurance attaches from the time the goods hereby insured leave the cold stores at the place of shipment named in the Policy and are loaded onto the conveyance for the commencement of transit, including sea, land and inland water transit and transit in lighter, until the expiry of ten (10) days upon completion of discharge of the goods from the seagoing vessel and delivery

thereof to the cold stores at the final port of destination. It is warranted, however, that the discharge from the seagoing vessel must be completed within thirty (30) days after their arrival at the port of discharge; that liability under this insurance shall cease to attach once the insured goods are moved out of the cold stores within the aforesaid period, and that if the goods are not delivered to the cold stores after discharge from the seagoing vessel, the insurance shall terminate immediately upon such discharge.

2.If, owing to delay, deviation, forced discharge, reshipment or transshipment beyond the control of the Insured or any change or termination of the voyage arising from the exercise of a liberty granted to the ship owners under the contract of affreightment, the insured goods arrive at a port or place other than that named in the Policy, subject to immediate notice being given to the Company by the Insured and an additional premium being paid, if required, this insurance shall remain in force and shall terminate as hereunder:

(1) The Insurance shall terminate upon the expiry of ten (10) days after completion of discharge from the seagoing vessel at the port of discharge and delivery to the cold stores on shore, it being warranted, however, that the discharge must be completed within thirty (30) days after the ship's arrival. Within the aforesaid period if insured goods are sold at a port or place of destination not named in the Policy, then this insurance shall terminate when they are delivered at such port or place;

(2) If the insured goods are to be forwarded to the final destination named in the Policy or to any other destination within the aforesaid period of ten (10) days, this insurance shall terminate in accordance with Section 1 above.

IV.Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserve the right to reject his claim for any loss or damage if and when such failure prejudices the interest of the Company.

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In case of discovery of any deterioration or loss of or damage to any part of the insured goods, immediate notice should be given to the surveying and claim settling agent named in the Policy to conduct survey and ascertain the quantity deteriorated or the extent of damage before termination of this insurance. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities (Customs and Port Authorities etc.) certificate of loss or damage and/or short landed memo. Should the carrier, bailee or other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim.

2. The Insured shall take reasonable measures immediately in salvaging the insured goods when they sustain damage hereunder and in preventing or minimizing the loss. The measures so taken by the Insured shall not be considered as a waiver of abandonment, nor shall they be considered as an acceptance of abandonment in the event that they are taken by the Company.

3.In case of a change of voyage or any omission or error in the description of the interest, the name of the vessel or voyage, this insurance shall remain in force only upon prompt notice to this Company when the Insured becomes aware of the same and payment of an additional premium if required.

4. The Insured shall submit the following documents when presenting a claim under this insurance: Original Policy, Bill of Lading, Invoice, Packing List, Tally Sheet, Certificate of Loss or Damage and/or Shortlanded Memo, Survey Report and Statement of Claim.

If third party liability is involved, letters and cables relative to recovery from the responsible party and other relative documents shall also be submitted.

5. Immediate notice should be given to the company when the cargo owner's actual

responsibility under the contract of affreightment “Both to Blame Collision” clauses becomes known.

V. Treatment of Claim

1. In settling any claim under this insurance, all packages, pieces or packs shall, unless otherwise stipulated, be considered as of the same weight and insured value, irrespective of whether such packages, pieces or packs bear the same mark and are of the same value or bear different marks but are of the same value.

2. The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the seagoing vessel at the final port of discharge.

